

AGREEMENT TO DISMISSAL AND RELEASE

1.) This Agreement to Dismissal and Release (this "Agreement") is entered into by and among Ven-A-Care of the Florida Keys, Inc. and John Lockwood, M.D. (collectively the "Relator") and AstraZeneca LP, AstraZeneca Pharmaceuticals LP, Astra Pharmaceuticals, LP, AstraZeneca USA, Inc., Astra USA, Inc., and AstraZeneca PLC (collectively "AstraZeneca" or "Defendants"). (Defendants together with Relator, collectively the "Parties"). The Parties agree as follows: The Relator commenced an action (the "Action") on behalf of the United States under the *qui tam* provisions of the federal False Claims Act, 31 U.S.C. §§ 3729-3733 and on behalf of certain states under the similar laws of the State of California, The State of Delaware, The District of Columbia, The State of Florida, The State of Hawaii, The State of Illinois, The State of Indiana, The State of Louisiana, The Commonwealth of Massachusetts, The State of Montana, The State of Nevada, The State of New Hampshire, the State of New Mexico, The State of New York, The State of Tennessee, The Commonwealth of Virginia and the State of Wisconsin (hereinafter referred to collectively as the "States"). The Action was filed under seal in the United States District Court for the District of New Hampshire and assigned Case Number **10-CV-480-SM-10852**. The Relator perfected its *qui tam* action under the Federal and California false claims acts by serving the United States and the State of California; however, did not serve the remaining states. The Relator specifically represents to Astra Zeneca that, except for California, it did not, and shall not in the future, affect service of the Action on any State.

- 2.) Based upon circumstances disclosed to the Relator during the investigation of the United States, the Relator has determined that it will not proceed with the Action under the false claims acts as it would be more appropriate for the Defendants and the responsible government agencies to resolve any issues relating to the Relator's allegations in the Action through existing administrative procedures.
- 3.) Conditioned upon the filing of the written consents of the United States and the State of California, the Parties agree to the dismissal of the Action with prejudice to the Relator and without prejudice to the United States or to any State. The United States and the States are not parties to this Agreement and the dismissal shall not prejudice any right, claim or defense between a party to this Agreement and the United States or any State.
- 4.) The Parties further agree and stipulate, conditioned on the dismissal of this action and as a condition of their stipulation to dismissal, that the Relator and the Defendants shall each bear their own costs and attorney's fees and fully and finally release each other from any claims or liabilities for or arising from the Relator's allegations, or the investigation or litigation of the Relator's allegations, which the Relator or the Defendants have or could have asserted. The Parties further agree that this release is also given on behalf of, and shall inure to the benefit of, the Parties' respective predecessors, successors, subsidiaries, parents, assigns, divisions, affiliates, shareholders, directors, officers, agents, employees, managers, partners, servants, attorneys, advisors and other representatives.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

ASTRA ZENECA PARTIES

BY: [Signature] Date: 19 February 2013
Title: Deputy General Counsel

**RELATOR AND ITS ATTORNEY,
THE BREEN LAW FIRM, P.A.**

BY: [Signature] Date: 2/20/2013
James J. Breen
The Breen Law Firm, P.A.
Suite 260
5755 North Point Parkway
Alpharetta, Georgia 30022
Counsel to Ven-A-Care of the Florida Keys, Inc.

VEN-A-CARE OF THE FLORIDA KEYS, INC.
BY: [Signature] Date: 2/20/2013
T. Mark Jones, President

JOHN M. LOCKWOOD

[Signature] Date: 2/20/2013
John M. Lockwood